

REMARKS

Claim 1 was presented for examination and was rejected. Applicants are hereby amending claim 1. Support for all amendments is found in the application as originally filed. Reconsideration of this application as amended, and allowance of claim 1 as amended, are hereby respectfully requested.

Applicants are hereby amending their specification at pages 16 and 17 to correct a typographical error and to add a comma.

Applicants are hereby amending their abstract to conform with MPEP requirements.

Applicants are hereby correcting their drawings. Red-marked copies of the corrected drawings are enclosed herewith. The Examiner is requested to accept these corrections. Figures 3 and 7 are being relabeled conventionally. Typographical errors are being corrected in Figures 7A, 7B, 9, and 14.

In his first paragraph, the Examiner rejected claim 1 under 35 U.S.C. §103(a) as being unpatentable over Frankel in view of Asay.

Applicants are hereby amending their claim 1 to more particularly highlight novel aspects of their invention. Amended claim 1 is patentably distinct over the prior art for, inter alia, the following reasons.

On page 2 of his Office Action, the Examiner admitted that Applicants' arguments filed June 9, 2005 were persuasive. The main thrust of those arguments was that in Asay, the request for warranty is made by the relying party, not by the subscribing party as recited in our claim 1. In view of this, the Examiner brought in Frankel for allegedly showing a request for a warranty by a subscribing party.

In analyzing Frankel, it should be noted that Frankel's "warrantee" is roughly analogous to claim 1's "relying party," and that Frankel's "subject" is analogous to claim 1's "subscriber." Frankel column 4 lines 26-34; column 5 lines 32-40.

Frankel does state that "The 'requestor' may be either the warrantee or the subject of the warranty." Column 4 lines 36-37. However, in most of Frankel's description, the requestor is the

warrantee (analogous to our relying party). Frankel Figure 4; column 4 line 52 through column 6 line 28. The only places where Frankel shows the subject (subscriber) requesting the warranty is in Figure 3 and at column 4 lines 35-51. But Frankel does not given any details for this embodiment. For example, there is no suggestion in Frankel of claim 1's recitation of "the warranty comprising a contract between the entity and the subscriber, a relying party being a third-party beneficiary to the contract."

Furthermore, claim 1 as amended recites that the relying party sends a validation request to a relying participant, said relying participant being in communication with the entity that issues digital certificates and receives warranty requests. Said relying participant then transmits a validation response to the relying party. Frankel does not suggest the recitation of the relying party (analogous to Frankel's warrantee) sending a validation request separate and apart from the warranty request. Nor does Frankel suggest the claim 1 recitation that the validation request is sent to a relying participant that is separate and apart from the entity that issues the digital certificates and receives the warranty requests.

In summary, Frankel does not suggest several of the recitations in amended claim 1.

If we combine Frankel with Asay, we still don't produce a combination that suggests all of the novel recitations of amended claim 1. For example, Asay does not suggest claim 1's recitation of the relying party sending a validation request that is separate and distinct from the original warranty request.

Applicants traverse the Examiner's statement (made on page 5 of his Office Action) that in Asay, "relying party sends a validation request." Request 216 is a request for the original warranty (which Asay refers to as a "secondary certificate"), not a request for validation of the warranty. Asay column 32 lines 27-37.

For the above reasons, the Examiner is requested to withdraw his rejection of claim 1; and to allow this claim as amended.

Applicants believe that this application is now in condition for allowance of the sole claim herein, claim 1 as amended, and therefore an early Notice of Allowance is respectfully

requested. If the Examiner disagrees or believes that, for any other reason, direct contact with Applicants' attorney would help advance the prosecution of this case to finality, he is invited to telephone the undersigned at the number given below.

Respectfully submitted,

date of signature:

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enclosures

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